



## Notice of Extraordinary General Meeting

**NOTICE IS HEREBY GIVEN THAT** an Extraordinary General Meeting of Komarkcorp Berhad ("Komarkcorp" or "Company") will be held at Parameswara 1, Philea Mines Beach Resort, Jalan Dulang, Mine Resort City, 43300 Seri Kembangan, Selangor Darul Ehsan on Monday, 18 December 2017 at 3.00 p.m. for the purpose of considering and if thought fit, passing with or without modification, the following resolution:-

### ORDINARY RESOLUTION

**PROPOSED BONUS ISSUE OF UP TO 54,182,673 NEW ORDINARY SHARES IN KOMARKCORP ("KOMARKCORP SHARE(S)") ("BONUS SHARE(S)") TO BE CREDITED AS FULLY PAID-UP ON THE BASIS OF 1 BONUS SHARE FOR EVERY 3 EXISTING KOMARKCORP SHARES HELD ON AN ENTITLEMENT DATE TO BE DETERMINED LATER ("PROPOSED BONUS ISSUE")**

**"THAT**, subject to the approvals of all relevant authorities in respect of the listing of and quotation for up to 54,182,673 Bonus Shares on the Main Market of Bursa Malaysia Securities Berhad, the Board of Directors of Komarkcorp ("Board") be and is hereby authorised to capitalise a total sum of up to RM13.55 million from the share premium account of the Company for the purposes of the Proposed Bonus Issue;

**THAT** the Board be and is hereby authorised to apply such capitalisation sum and to issue up to 54,182,673 Bonus Shares to be credited as fully paid-up and such new Bonus Shares be allotted to the shareholders of the Company whose names appear in the Record of Depositors as at the close of business on an entitlement date to be determined and announced later by the Board, on the basis of 1 Bonus Share for every 3 existing Komarkcorp Shares held in the Company on the Entitlement Date;

**THAT**, the Board is hereby authorised to disregard and deal with any fractional entitlements from the Proposed Bonus Issue, if any, which shall be disregarded and dealt with in such manner at its absolute discretion as the Board may deem fit and expedient and in the best interest of the Company;

**THAT**, the Bonus Shares will, upon allotment and issuance, rank pari passu in all respects with the existing Komarkcorp Shares, save and except that the Bonus Shares will not be entitled to any dividends, rights, allotment and/ or any other forms of distribution ("Distribution") that may be declared for which the entitlement date for the Distribution precedes the date of allotment and issuance of the Bonus Shares;

**AND THAT**, the Board be and is hereby authorised to take all such necessary steps to give effect to the Proposed Bonus Issue with full powers to assent to any conditions, variations, modifications, termination and/ or amendments in any manner as may be required by the relevant authorities or deemed necessary by the Board, and to take all steps and to do all such acts and matters as the Board may consider necessary or expedient to implement, finalise and give full effect to the Proposed Bonus Issue."

By Order of the Board

**TAI YIT CHAN (MAICSA 7009143)**  
**CHAN YOKE PENG (MAICSA 7053966)**  
Company Secretaries

Selangor  
30 November 2017

### Notes:-

1. A member entitled to attend and vote at the meeting is entitled to appoint one or more proxies to attend, participate, speak and vote in his/her stead. A proxy may but need not be a member of the Company.
2. A member shall not be entitled to appoint more than 2 proxies to attend and vote at the same meeting.
3. Where a member appoints 2 proxies the appointment shall be invalid unless he/she specifies the proportions of his/her shareholdings to be represented by each proxy.
4. Where a member is exempt authorised nominee which holds ordinary shares in the Company for multiple beneficial owners in one securities account ("omnibus account") as defined under the Securities Industry (Central Depositories) Act, 1991, there is no limit to the number of proxies which the exempt authorised nominees may appoint in respect of each omnibus account it holds.
5. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed or a notarially certified copy of that power or authority shall be deposited with the Share Registrar of the Company at Lot 6.05, Level 6, KPMG Tower, 8 First Avenue, Bandar Utama, 47800 Petaling Jaya, Selangor Darul Ehsan, Malaysia not less than 48 hours before the time set for holding the meeting or any adjournment thereof. Any notice of termination of person's authority to act as a proxy must be forwarded to the Company prior to the commencement of the extraordinary general meeting.
6. Pursuant to paragraph 8.29A(1) of the Main Market Listing Requirements of Bursa Malaysia Securities Berhad, all the resolutions set out in the notice of any general meeting will be put to vote by poll.
7. If the appointor is a corporation, the instrument appointing a proxy must be executed under its Common Seal or under the hand of its attorney.
8. In respect of deposited securities, only members whose names appear on the Record of Depositors on 7 December 2017 (General Meeting Record of Depositors) shall be eligible to attend the meeting or appoint proxy(ies) to attend and/or vote on his behalf.

### Personal Data Privacy:

By submitting an instrument appointing a proxy(ies) and/or representative(s) to attend, speak and vote at the EGM and/or any adjournment thereof, a member of the Company (i) consents to the collection, use and disclosure of the member's personal data by the Company (or its agents) for the purpose of the processing and administration by the Company (or its agents) of proxies and representatives appointed for the EGM (including any adjournment thereof) and the preparation and compilation of the attendance lists, minutes and other documents relating to the EGM (including any adjournment thereof), and in order for the Company (or its agents) to comply with any applicable laws, listing rules, regulations and/or guidelines (collectively, the "Purposes"), (ii) warrants that where the member discloses the personal data of the member's proxy(ies) and/or representative(s) to the Company (or its agents), the member has obtained the prior consent of such proxy(ies) and/or representative(s) for the collection, use and disclosure by the Company (or its agents) of the personal data of such proxy(ies) and/or representative(s) for the Purposes, and (iii) agrees that the member will indemnify the Company in respect of any penalties, liabilities, claims, demands, losses and damages as a result of the member's breach of warranty.